

*Held*, also, that the grant of probate to the infant executor along with the adult was not a nullity:—

*Held*, lastly, that the recovery of judgment by the plaintiffs against the defaulting trustee for the amount advanced by him upon these mortgages did not bar the right of the action against the defendants.

Judgment of Bord, C., 19 O. R. 426, affirmed. *Cumming v. The Landed Banking and Loan Co.*, 382.

#### VENDOR AND PURCHASER.

1. *Conditions of sale—Taxes due up to time of sale.*—A mortgagee, under two mortgages, sold the land under the power of sale in the second, and by his conditions of sale stipulated amongst other things that he was selling merely all his estate or interest under the second, subject to the first mortgage and interest; that if a second mortgage was taken for part of the purchase money, it should be a first lien after the first mortgage and interest; that if no objection was made within a certain time the vendor's title was to be held good and considered accepted by the purchaser, and the vendor entitled to the consideration; and further that the said first mortgage could be paid off:—

*Held*, that taxes due up to the sale should be paid by the vendor. *Re Wilson and Houston*, 532.

#### VOLUNTARY CONVEYANCE.

1. *Action to set aside—Fraudulent intent—Defeating creditors.*—Fraudulent intention is a material element in an action to set aside a conveyance as being voluntary and fraudulent against creditors, and where it does not exist the action cannot succeed.

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The fact that the result of a conveyance is to defeat creditors is not necessarily proof that the intention of the grantor in making it was fraudulent.

And where a debtor, under the mistaken belief that she was a trustee of a sum of money invested by her in land, in her own name, made a conveyance thereof to the supposed *cestuis que trustent*, honestly thinking she was carrying the trust into effect, an action to set aside the conveyance was dismissed. *Carr et al. v. Corfield et al.*, 218.

#### WATER RATES.

*Discount to consumers—“Taxes.”*—See MUNICIPAL CORPORATIONS, 1.

#### WATER AND WATER-COURSES.

1. *Arbitration and award—Municipal corporations—Arbitration under sec. 590 of R. S. O. ch. 184—Constitution of board of arbitrators—“Interested” in sec. 389, meaning of.*

—A question arose under sec. 590 of the Municipal Act, R. S. O. ch. 184, between the townships of H. and R., whether H. caused waters to flow on R. to the detriment of R. which ought to be drained from R. at the expense of H. The township of T. also discharged waters over the other side of R., opposite H.:—

*Held*, that T. was not “interested” within the meaning of section 389 of the Act; and therefore that a board of three arbitrators appointed, pursuant to that section, one by each of the three municipalities, was not properly constituted to determine the question; and their award was set aside. *Re Townships of Harwich and Raleigh*, 154.